

	<b>Houston - Dallas Buffalo-Austin</b>	<b>Dallas Regional Office</b> 2220 San Jacinto Blvd. Suite 365 Denton, Texas 76205 940-388-9153 FAX: 940-380-9395	<b>Houston Corporate Office</b> 1800 Bering Drive Houston, TX 77057 713-977-7900 Fax 713-977-7903	<div style="text-align: center;"> <b>Sign Elevation</b>  <b>Exhibit</b> </div> <div style="text-align: center;"> <b>Sign Elevation</b>  <b>Exhibit</b> </div>	Address: #3828 NWQ MAIN STREET A DAYMOND AVE. City: ALHAMBRA State: CA Account Rep: STEVE B. Sales Rep:	APPROVALS CLIENT DESIGN PROD.	Designer: EIT	Design No. 70386-R1	DATE 11-13-07	Rev. Date: 11-13-07	DESCRIPTION SIGNAGE CONCEPTS	<div style="text-align: center; font-size: 2em;">1.7</div>	<small>                     The purchaser agrees to hold the seller harmless against any cause for action for damage which may occur as a result of drilling for signs and sign structures. The seller shall not be responsible for any damage to existing structures or other structures which the purchaser or others may claim.                 </small>
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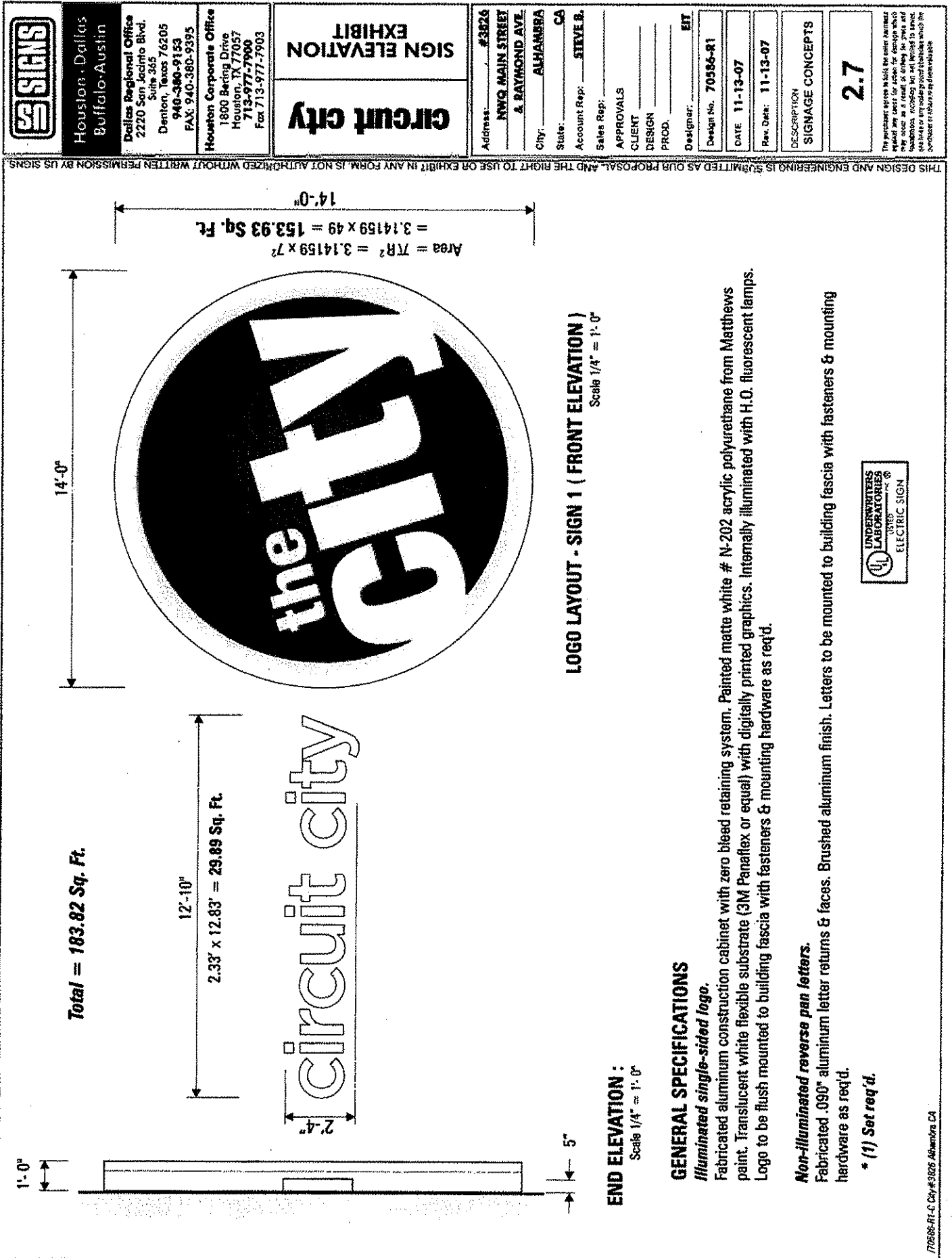
THIS DESIGN AND ENGINEERING IS SUBMITTED AS OUR PROPOSAL, AND THE RIGHT TO USE OR EXHIBIT IN ANY FORM, IS NOT AUTHORIZED WITHOUT WRITTEN PERMISSION BY US SIGNS

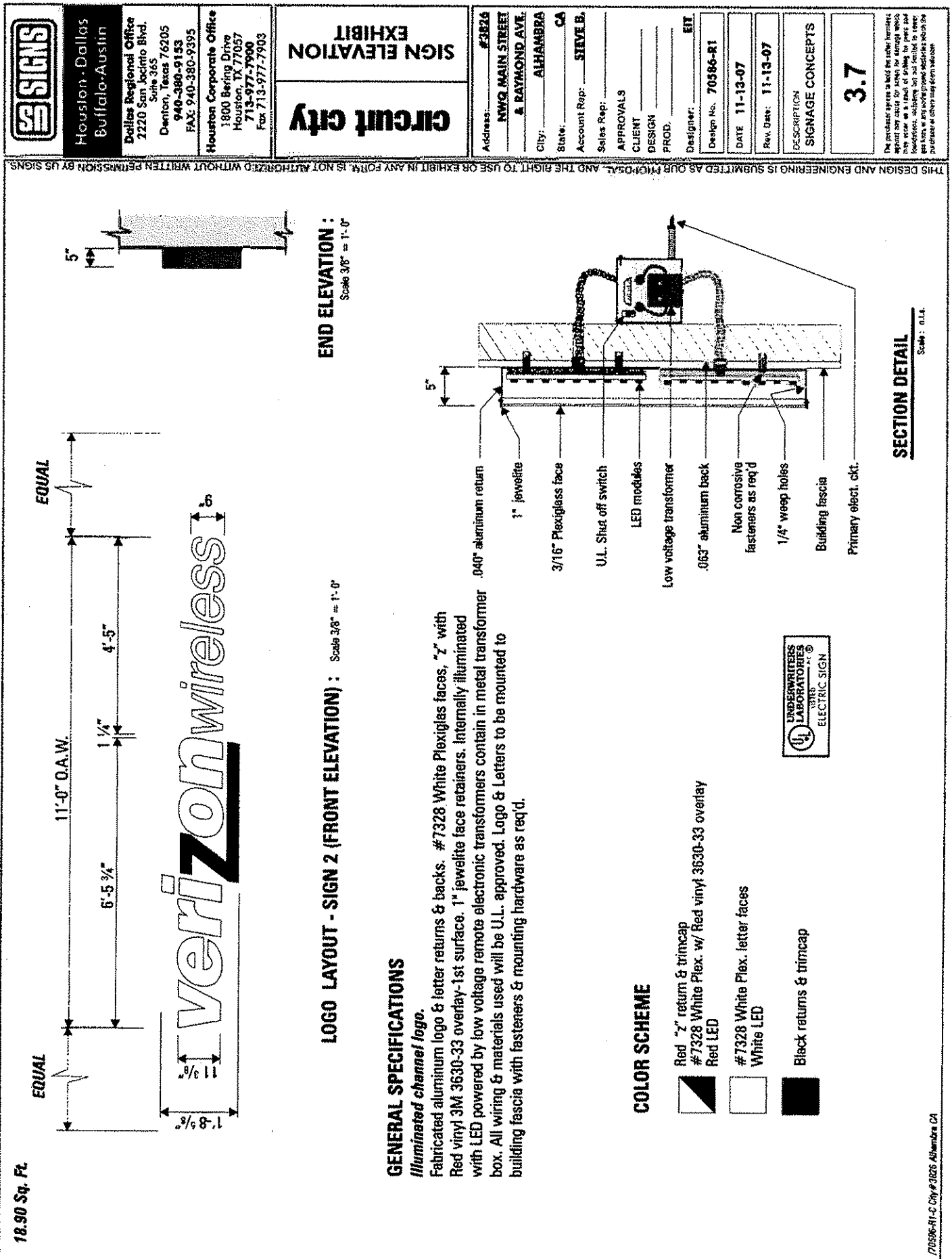
**Front Elevation**

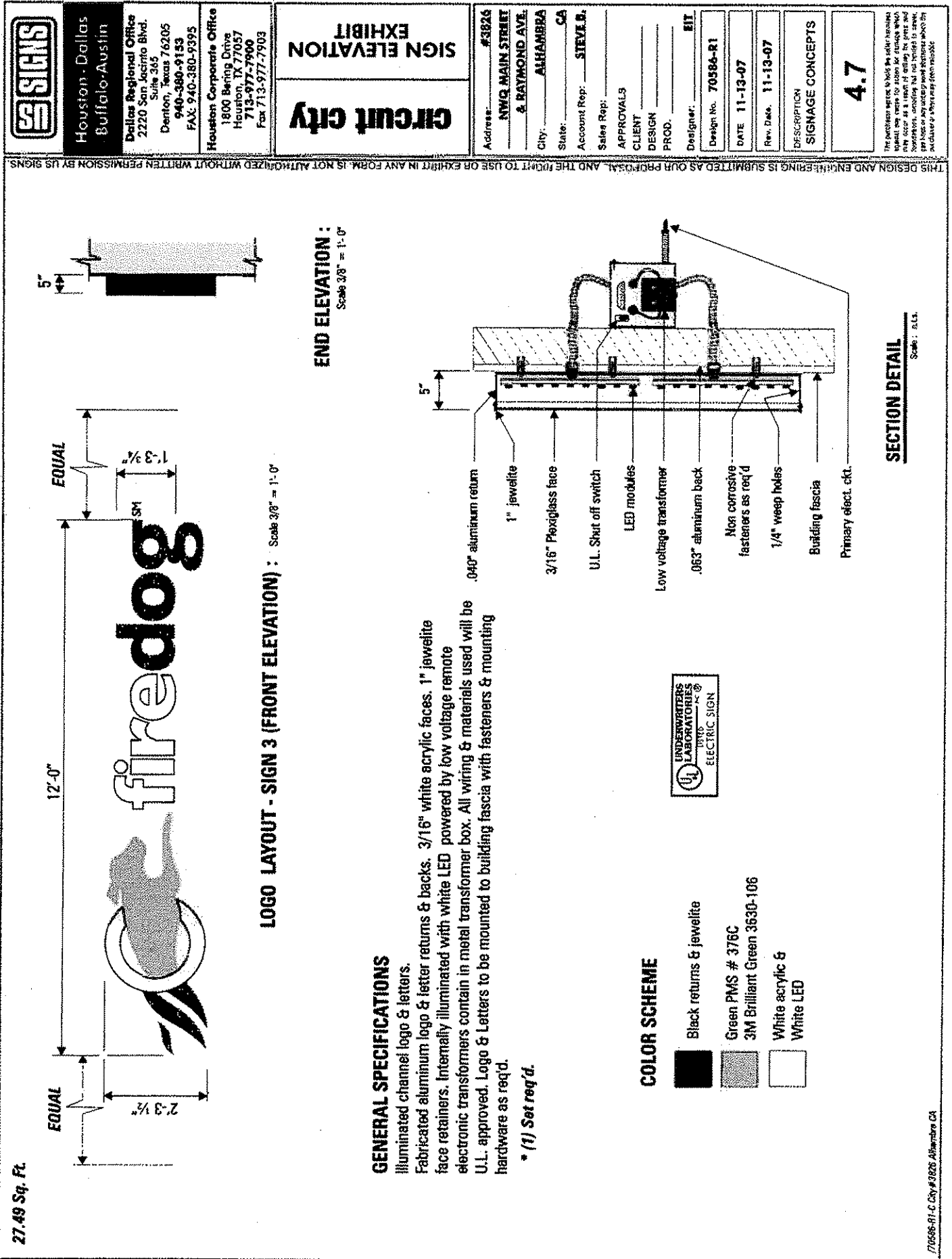
**Rear Elevation**


**Right Side Elevation**

**Left Side Elevation**

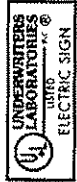
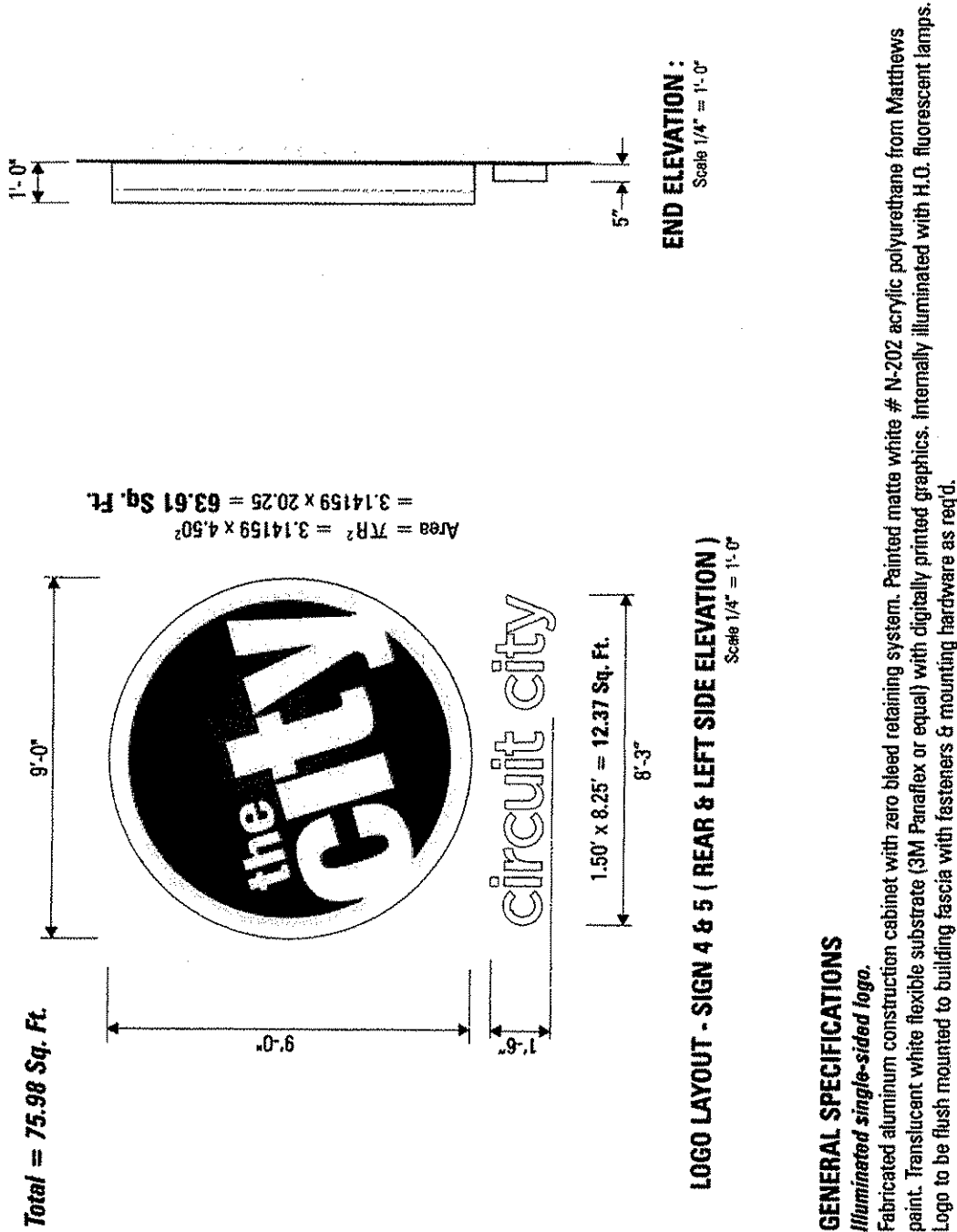


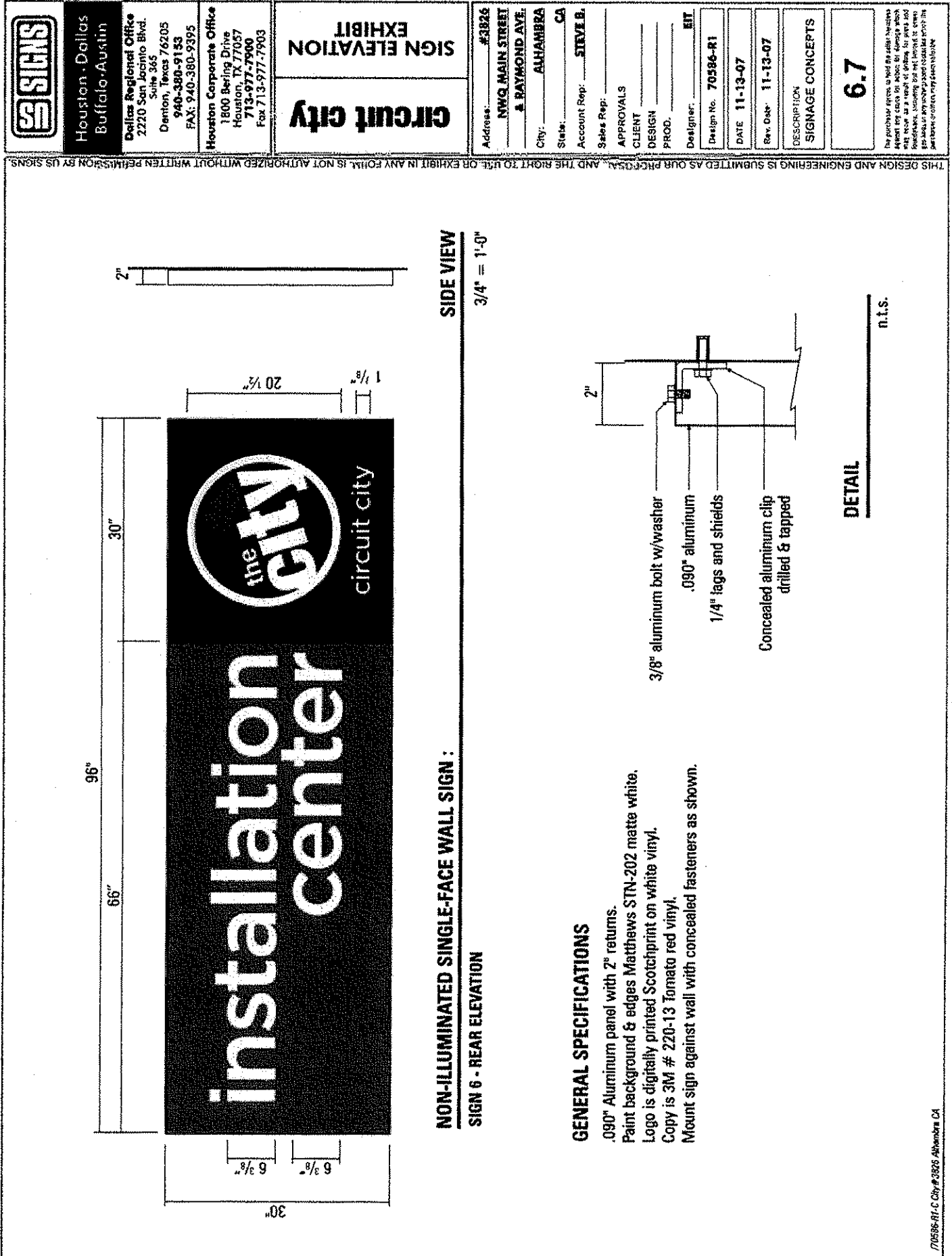





	<b>Houston - Dallas</b> <b>Buffalo-Austin</b>	<b>Dallas Regional Office</b> 2220 San Jacinto Blvd. Suite 345 Denton, Texas 76205 940-380-9153 FAX: 940-380-9395	<b>Houston Corporate Office</b> 1800 Bering Drive Houston, TX 77057 713-977-7900 Fax: 713-977-7903	<b>Sign Elevation</b> <b>Exhibit</b>	Address: #3826 NWQ MAIN STREET & RAYMOND AVE. City: ALHAMBRA State: CA Account Rep: STEVE R. Sales Rep: APPROVALS CLIENT DESIGN PROD. Designer: EIT	Design No. 70586-R1 DATE 11-13-07 Rev. Date 11-13-07	DESCRIPTION SIGNAGE CONCEPTS	5.7
	<small>The purchaser agrees to hold the seller harmless against any claims for which the seller may be liable as a result of selling for parts and materials. Seller's liability shall not exceed the amount of the purchase price of the goods sold.</small>							

THIS DESIGN AND ENGINEERING IS SUBMITTED AS OUR PROPOSAL, AND THE RIGHT TO USE OR EXHIBIT IN ANY FORM IS NOT AUTHORIZED WITHOUT WRITTEN PERMISSION BY US SIGNS

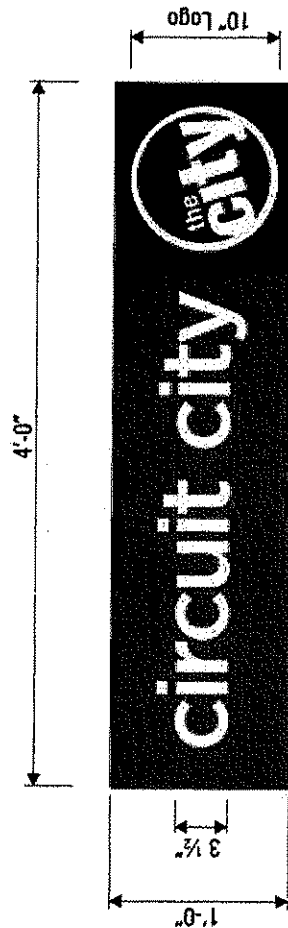
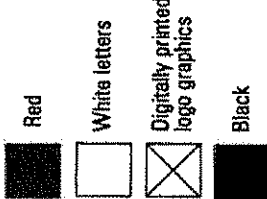




	<b>Houston - Dallas</b> <b>Buffalo-Austin</b>	<b>Dallas Regional Office</b> 2220 San Jacinto Blvd. Suite 365 Denton, Texas 76205 940-380-9153 FAX: 940-380-9395	<b>Houston Corporate Office</b> 1800 Spring Drive Houston, TX 77057 713-977-7900 Fax 713-977-7903	<b>Sign Elevation</b> <b>Exhibit</b>	Address: #3826 NWQ MAIN STREET & RAYMOND AVE. City: ALHAMBRA State: CA Account Rep: STEVE R. Sales Rep:	APPROVALS CLIENT DESIGN PROD.	Designer: EIT Design No: 70586-R1	DATE: 11-13-07 Rev. Date: 11-13-07	DESCRIPTION SIGNAGE CONCEPTS	<b>7.7</b>
	<small>The purchaser agrees to hold the seller harmless against any costs for copies or changes which may occur as a result of editing or printing the artwork. The purchaser agrees to hold the seller harmless against any costs for copies or changes which may occur as a result of editing or printing the artwork. The purchaser agrees to hold the seller harmless against any costs for copies or changes which may occur as a result of editing or printing the artwork.</small>									

THIS DESIGN AND ENGINEERING IS SUBMITTED AS OUR PROPOSAL, AND THE RIGHT TO USE OR EXHIBIT IN ANY FORM IS NOT AUTHORIZED WITHOUT WRITTEN PERMISSION BY US SIGNS.

### COLOR SCHEME



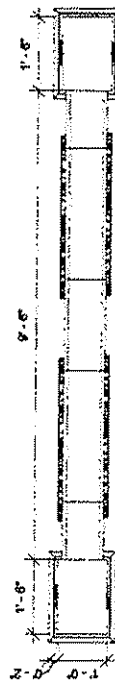
FACE LAYOUT : Scale 1" = 1'-0"

### GENERAL SPECIFICATIONS

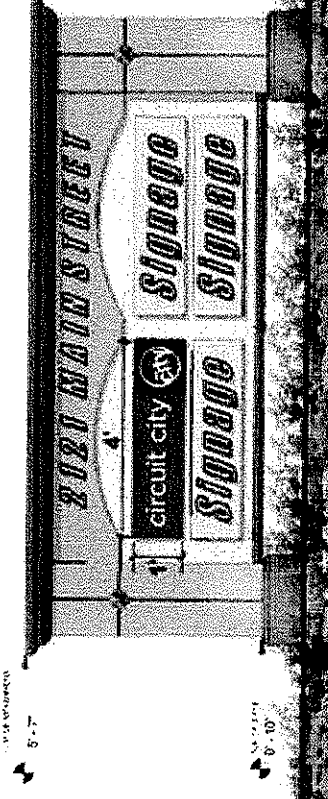
Existing double-sided monument. Manufacture & install Circuit city sign faces. Pigmented white Lexan faces with vinyl graphics - 1st surface.

\* (2) Monuments - (4) Faces req'd.

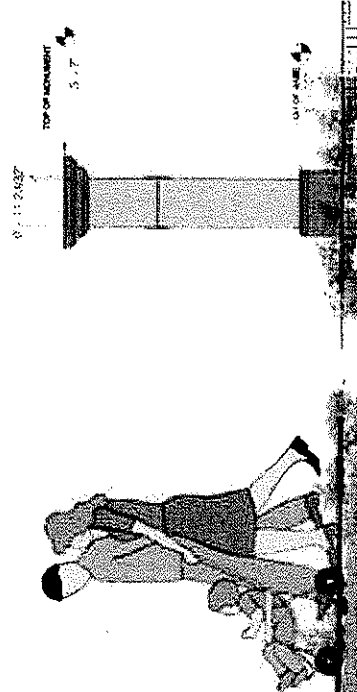
\* Field survey req'd.



Plan View



Front View



Side View

Typical Multi Tenant Street Sign (2 Total)

Total Sign Area = 62 SF x 2 = 124 SF

Total Tenant Sign Area = 4 SF x 8 = 32 SF

Site Design Requirements		Reverse Build to Suit Deals	
Circuit City Stores, Inc.	Alhambra, CA	Store #3826	11/26/2007

### Attachment "6" – ALTA Survey Certificate

Certified to Circuit City Stores, Inc., a Virginia corporation ("Landlord"),  
\_\_\_\_\_, a \_\_\_\_\_ ("Title Company"), and \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ corporation ("Title Agent"). The undersigned  
\_\_\_\_\_, (the "Surveyor") hereby certifies that (a) the Survey Plat dated  
\_\_\_\_\_, 20\_\_\_\_, prepared by the undersigned, of that certain tract of land consisting of  
\_\_\_\_\_ sq. ft., or \_\_\_\_\_ acres, in the \_\_\_\_\_  
\_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_  
\_\_\_\_\_, State of \_\_\_\_\_, and the metes and bounds description set forth  
thereon are true and correct and prepared from an actual on-the-ground survey of the real property (the  
"Property") shown thereon and has been made in accordance with "Minimum Standard Detail  
Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and ACSM in  
2005, and includes items 1 through 14 and 16 through 18 of Table A thereof, and pursuant to the  
Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an  
Urban Survey; (b) such survey was conducted by the Surveyor or under his supervision; (c) all  
monuments shown thereon actually exist, and the location and type of material thereof are correctly  
shown; (d) the location of all streets, roads, highways and easements are as shown thereon; (e) except as  
shown thereon, there are no encroachments onto the Property or protrusions there from, there are no  
improvements on the Property, there are no visible easements or rights-of-way on the Property, there are  
no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (f) the distance from the  
nearest intersection street or road is as shown; (g) all recorded easements have been correctly platted  
thereon; (h) the boundaries, dimensions and other details shown thereon are true and correct; and (i) the  
Property is not located in a 100-year flood plain as presently designated by the U.S. Corps of Engineers,  
or in an identified "flood prone area" as defined by the U.S. Department of Housing and Urban  
Development, pursuant to the Flood Disaster Protection Act of 1973, as amended, except as shown.  
**[Note: If no portion of the Property is in a flood plain, delete "except as shown" and put a period  
after "amended".]**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

R.P.L.S. No. \_\_\_\_\_



Site Design Requirements		Reverse Build to Suit Deals	
Circuit City Stores, Inc.	Alhambra, CA	Store #3826	11/26/2007

**Attachment "7" Civil Plans**

(to be attached)

Land Lord is to develop the Civil Engineering drawings per the agreed to Site Design Requirements.  
Circuit City reserves the right to review and provide comments to the Land Lord Civil Engineering drawings .

Site Design Requirements		Reverse Build to Suit Deals	
Circuit City Stores, Inc.	Alhambra, CA	Store #3826	11/26/2007

**Attachment "8" Geotechnical Reliance Letter**

**GEOTECHNICAL RELIANCE LETTER**

\_\_\_\_\_, 200\_\_

Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President – Real Estate

Re: \_\_\_\_\_ (the "Report")  
Project Name: Circuit City Store/[Store Location]  
Job Number: \_\_\_\_\_

Dear \_\_\_\_\_:

This will serve to confirm that \_\_\_\_\_ ("Consultant") will allow Circuit City Stores, Inc. ("Circuit City") to rely on the Report in connection with the assessment and evaluation of the subject property as fully and completely as if the Report had been prepared for and was addressed to Circuit City. Consultant acknowledges that Consultant shall not look to Circuit City for any liability of Consultant's primary client under the \_\_\_\_\_, the underlying agreement between Consultant and its primary client.

This reliance letter is given in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged. Please indicate your acceptance of these terms by signing in the space provided below and returning a copy to me.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Circuit City Stores, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Site Design Requirements		Reverse Build to Suit Deals	
Circuit City Stores, Inc.	Alhambra, CA	Store #3826	11/26/2007

**Attachment "9" - Environmental Reliance Letter**

**ENVIRONMENTAL RELIANCE LETTER**

\_\_\_\_\_, 200\_\_

Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President – Real Estate

Re: \_\_\_\_\_ (the "Report")  
Project Name: Circuit City Store/[Store Location]  
Job Number: \_\_\_\_\_

Dear \_\_\_\_\_:

This will serve to confirm that \_\_\_\_\_ ("Consultant") will allow Circuit City Stores, Inc. ("Circuit City") to rely on the Report in connection with the assessment and evaluation of the subject property as fully and completely as if the Report had been prepared for and was addressed to Circuit City. Consultant acknowledges that Consultant shall not look to Circuit City for any liability of Consultant's primary client under the \_\_\_\_\_, the underlying agreement between Consultant and its primary client.

This reliance letter is given in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged. Please indicate your acceptance of these terms by signing in the space provided below and returning a copy to me.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.  
Circuit City Stores, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Site Design Requirements		Reverse Build to Suit Deals	
Circuit City Stores, Inc.	Alhambra, CA	Store #3826	11/26/2007

### Attachment "10" – Circuit City Development / Design Process

CIRCUIT CITY DEVELOPMENT PROCESS	LANDLORD DELIVERABLES
<div style="border: 1px solid black; padding: 5px; text-align: center;">SCHEMATIC SITE PLAN</div> <div style="text-align: center;">↓</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">DUE DILIGENCE INVESTIGATION</div> <div style="text-align: center;">↓</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">DESIGN DEVELOPMENT</div> <div style="text-align: center;">↓</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">SITE DELIVERY WORK</div> <div style="text-align: center;">↓</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">REMAINDER OF LANDLORD WORK</div>	<ul style="list-style-type: none"> <li>• Information as required to complete Circuit City's Project Information Sheet.</li> <li>• Work with Circuit City's design staff to develop the schematic site plan.</li> </ul> <ul style="list-style-type: none"> <li>• Meet on site with Circuit City's Development Manager and architect to provide information as required to complete Circuit City's Feasibility Report</li> </ul> <ul style="list-style-type: none"> <li>• ALTA Survey and Surveyor's Certificate</li> <li>• Geotechnical Report and Geotechnical Reliance Letter.</li> <li>• Environmental Report and Environmental Reliance Letter.</li> <li>• Civil Plans</li> <li>• All approvals that may be a pre-requisite for Circuit City's permits.</li> <li>• Shopping Center building elevations, material boards and design requirements.</li> <li>• Signage drawings and signage design guidelines.</li> <li>• Schedules and updates for all Landlord Work.</li> <li>• Schedules and updates for all planning and zoning approvals and permits.</li> <li>• Information about governmental conditions or restrictions that impact permits.</li> <li>• Help with coordination between utility companies and Circuit City.</li> <li>• Help in pursuing local incentive programs.</li> </ul> <ul style="list-style-type: none"> <li>• Site Work Certificate</li> <li>• Circuit City's staging area</li> <li>• All weather construction access road to Circuit City's building pad</li> <li>• Circuit City's temporary utilities</li> </ul> <ul style="list-style-type: none"> <li>• Circuit City's permanent utilities</li> <li>• Paving, curbing and sidewalks</li> <li>• Exterior lighting</li> <li>• Landscaping</li> <li>• Pylon and monument signs</li> </ul>

**EXHIBIT C-1**

Possession Date Notice

[Letterhead of Landlord]

\_\_\_\_\_, 200\_\_

[via overnight courier  
service per Article XXII of the Lease]

**Circuit City Stores West Coast, Inc.**  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President of Real Estate

Re: Lease Agreement dated as of \_\_\_\_\_, 2007 (the "**Lease**"), between RAYMOND & MAIN RETAIL, LLC, as landlord ("**Landlord**"), and CIRCUIT CITY STORES WEST COAST, INC., as tenant ("**Tenant**"), with respect to certain retail premises (the "**Premises**") located in the \_\_\_\_\_ Shopping Center, Alhambra, California.

Gentlemen:

In accordance with the provisions of Section 2.05(a) of the Lease, Landlord hereby informs the Tenant that the Possession Date (including, without limitation, the Delivery of the Land) shall take place at 8:00 A.M. on \_\_\_\_\_, 200\_. This notice shall constitute the Possession Date Notice referred to in Section 2.05 of the Lease. All capitalized terms as used in this Possession Date Notice shall have the same meaning as set forth in the Lease, unless otherwise defined in this Possession Date Notice.

[Signature page follows]

LANDLORD:

**RAYMOND & MAIN RETAIL, LLC,**  
a California limited liability company

By: PINTAR INVESTMENT PROPERTIES CA, LLC  
a California limited liability company,  
Managing Member

By: Down Under Properties, Inc.,  
a California corporation  
Manager

By: \_\_\_\_\_  
Jeff Pintar, President

cc: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: General Counsel  
Edmund S. Pittman, Esq.

**EXHIBIT D**

W-9 Form

(to be attached)

# Circuit City Stores, Inc.

# Substitute W-9 Form

According to federal tax law, we are required to obtain taxpayer identification numbers for all individuals & businesses to whom reportable payments are made. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. You may also be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723. Federal law on backup withholding preempts any state or local law remedies such as any right to a mechanic's lien. If you do not furnish a valid TIN or if you are subject to backup withholding, the payor is required to withhold taxes from its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Use this form only if you are a U.S. person (including U.S. resident alien).  
If you are a foreign person, use the appropriate form W-8.  
If you were a nonresident alien and have now become a resident alien, read the note below and attach a statement if necessary.

**Note to U.S. Resident Aliens who formerly were Nonresident Aliens:**

If there is a tax treaty between the U.S. and your country and it contains a "saving clause" to exempt certain types of income from U.S. tax even after you have become a resident alien, and you want to claim that exemption, fill out all of this form AND attach a page showing:

## Instructions:

1. Complete Part 1 by printing your tax information in the boxes that correspond to your tax status.
2. Complete Part 2 if you are exempt from Form 1099 Reporting
3. Complete Part 3 by filling in all lines
4. Fax this form to [ENTER YOUR FAX NUMBER HERE] or mail to Circuit City Stores, Inc.  
9954 Mayland Drive, Richmond, VA 23233.  
Attn: [ENTER YOUR NAME HERE]

## Part 1 - Tax Status: (complete only one row of boxes)

### Individuals:

Individual Name (first name, middle initial, last name)

Individual's Social Security Number

(Fill out this row)

### Sole Proprietor (or an LLC with one owner):

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

(Fill out this row)

Business Owners Name (REQUIRED)

Business Owner's Social Security Number

Business or Trade Name

(Required if checks should be issued to this name)

OR Employer Identification Number

### Partnership

(or an LLC with

multiple owners):

(Fill out this row)

Partnership's Name on IRS records (see IRS Mailing Label)

**Raymond & Main Retail, LLC**

Partnership's Employer Identification Number

Business or Trade Name (Required if checks should be issued to this name)

**20 8632396**

### Corporation or Tax-Exempt Entity:

(Fill out this row)

A Corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

Name of Corporation or Entity

Employer Identification Number

Business or Trade Name (Required if payment should be made to this name)

## Part 2 - Exemption: If exempt from Form 1099 reporting, check your qualifying exemption reason below:

- ☐ Corporation - Note that there is no corporate exemption for medical & healthcare payments or payments for legal services
- ☐ Tax Exempt Entity under 501(a) (includes 501(c)(3) or IRA
- ☐ The United States or any of its agencies or instrumentality's
- ☐ A State, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies
- ☐ A Foreign government or any of its political subdivisions or an international organization in which the United States participates under a treaty or Act of Congress

## Part 3 - Signature

Person completing this form: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tax correspondence address: 8401 Jackson Road

remit address below:

City: Sacramento State: CA Zip: 95826

8401 Jackson Road

Phone: 916-379-1183

Sacramento, CA 95826

Email Address: \_\_\_\_\_



**EXHIBIT E**

Commencement Date and Expiration Date Agreement

THIS COMMENCEMENT DATE AND EXPIRATION DATE AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **RAYMOND & MAIN RETAIL, LLC** ("**Landlord**") and **CIRCUIT CITY STORES WEST COAST, INC.** ("**Tenant**").

**WITNESSETH:**

WHEREAS, Landlord is the owner of a certain shopping center known as \_\_\_\_\_ Shopping Center (the "**Shopping Center**"), situated in Alhambra, California;

WHEREAS, by that certain Lease Agreement dated as of \_\_\_\_\_, 2007 (the "**Lease**"), Landlord leased a portion (the "**Premises**") of the Shopping Center to Tenant;

WHEREAS, Tenant is in possession of the Premises and the Term of the Lease has commenced; and

WHEREAS, under Section 2.10 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date occurred on \_\_\_\_\_, 200\_\_\_\_.
2. The **Initial Lease Term** shall expire on January 31, 20\_\_\_\_, unless Tenant exercises any option to extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
3. The date of commencement of the **first Extension Period** shall be February 1, 20\_\_\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_\_\_, unless Tenant exercises any option to further extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
4. The date of commencement of the **second Extension Period** shall be February 1, 20\_\_\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_\_\_, unless Tenant exercises any option to further extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
5. The date of commencement of the **third Extension Period** shall be February 1, 20\_\_\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_\_\_, unless the Lease terminates earlier as provided in the Lease.

6. The date of commencement of the **fourth Extension Period** shall be February 1, 20\_\_\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_\_\_, unless the Lease terminates earlier as provided in the Lease.

7. Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement Date and  
Expiration Date Agreement to be executed the date and year first above written.

**LANDLORD:**

**RAYMOND & MAIN RETAIL, LLC,**  
a California limited liability company

By: PINTAR INVESTMENT PROPERTIES CA, LLC  
a California limited liability company,  
Managing Member

By: Down Under Properties, Inc.,  
a California corporation  
Manager

By: \_\_\_\_\_  
Jeff Pintar, President

**TENANT:**

**CIRCUIT CITY STORES WEST COAST, INC., a**  
**California corporation**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT F

### Prohibited Uses

"Prohibited Uses" shall mean any one or more of the following uses:

(a) a bar, pub, nightclub, music hall or disco in which less than fifty percent (50%) of its space or revenue is devoted to and derived from food service;

(b) a bowling alley;

(c) a billiard or bingo parlor;

(d) a flea market;

(e) a massage parlor; provided, however, massage services may be provided as an incidental part of the operation of a permitted medical office, a nail salon and/or a hair salon and massage services may be provided as part of the operation of a permitted day spa so long as any such nail salon, hair salon or day spa shall be of comparable quality to and shall be operated in a manner consistent with the operation of similar establishments found in shopping centers of comparable quality to the Shopping Center that are located within the trade area of the Shopping Center;

(f) a funeral home;

(g) a facility for the sale of paraphernalia for use with illicit drugs;

(h) a facility for the sale or display of pornographic material (as determined by community standards for the area in which the Shopping Center is located), provided that the foregoing shall not apply to any material sold by a National Tenant or a Regional Tenant in the normal course of its business;

(i) an off-track betting parlor;

(j) a carnival, amusement park or circus;

(k) a gas station, car wash or auto repair or body shop (the parties specifically acknowledging that Tenant's car stereo installation facility is not included in this prohibition (k));

(l) a facility for the sale of new or used motor vehicles, trailers or mobile homes;

(m) a facility for any use which is illegal or dangerous, constitutes a nuisance or is inconsistent with an integrated, community-oriented retail and commercial shopping center;

(n) a skating rink;

(o) an arcade, pinball or computer game room (provided that retail facilities in the Shopping Center may operate no more than four (4) such electronic games incidentally to their primary operations);

(p) any service-oriented office (such as, by way of example, medical or employment office, travel agency, real estate agency or dry cleaning establishment) or other non-retail, non-restaurant facility; provided, however, (1) offices and storage facilities and/or space incidental to a primary retail operation, and (2) service-oriented offices or other non-retail, non-restaurant facilities shall be permitted so long as any such offices or facilities are of comparable quality to and are operated in a manner consistent with the operation of similar establishments found in shopping centers of comparable quality to the Shopping Center that are located within the trade area of the Shopping Center;

(q) a banquet hall, auditorium or other place of public assembly;

(r) a training or educational facility (including, without limitation, a beauty school, barber college, reading room [except a reading room which is part of a retail book store operated by a National Tenant or a Regional Tenant], school or other facility catering primarily to students or trainees rather than customers), provided that one (1) tutorial center such as a "Score!" or "Sylvan" operated by National Tenant, or a Regional Tenant shall be permitted;

(s) a theater of any kind;

(t) a facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores) or any facility selling new or used merchandise as a wholesale operation, a liquidation operation, odd lots, lot sales, factory close-outs or imperfect goods;

(u) a gymnasium, sport or health club; provided, however, a day spa and/or yoga studio shall be permitted in the Shopping Center, so long as such day spa and/or yoga studio is of comparable quality to and is operated in a manner consistent with the operation of similar establishments found in shopping centers of comparable quality to the Shopping Center that are located within the trade area of the Shopping Center;

(v) a hotel or residential facility; and

(w) any restaurant use, except as expressly permitted in Section 8.03 of this Lease.

**EXHIBIT G**

[INTENTIONALLY OMITTED]

**EXHIBIT H**

Existing Exclusives/Prohibited Uses

- I. EXCLUSIVE USES: None.
- II. PROHIBITED USES AND OTHER USE RESTRICTIONS: The Premises shall not be used as a grocery store, convenience store or store selling beer, wine, liquor or spirits for off-premises consumption. Notwithstanding the foregoing, subject to the terms of this Lease, the Premises may be used as (i) a full-format drug store (such as Walgreens, CVS, Longs or Rite Aid) or (ii) a non-grocery retailer that sells beer, wine and/or liquor for off-premises consumption (such as Cost Plus or BEVMO), but does not primarily sell food or groceries, provided the floor area of such non-grocery retailer devoted to the sale of beer, wine and/or liquor for off-premises consumption does not exceed 15% of the total floor area occupied by such non-grocery retailer.

[TO BE MODIFIED PRIOR TO EXECUTION TO REFLECT THE TERMS OF SECTION 17.04]

## EXHIBIT I

### Recognition Agreement

THIS RECOGNITION AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **RAYMOND & MAIN RETAIL, LLC**, a California limited liability company, having an address at 34 Tesla, Suite 200, Irvine, California 92618 ("Landlord"); **CIRCUIT CITY STORES WEST COAST, INC.**, a California corporation, having an office at, 9950 Mayland Drive, Richmond, Virginia 23233 ("Tenant"); and \_\_\_\_\_, a [\_\_\_\_\_] [**corporation**] [**limited**] [**general**] [**partnership**], having an address at \_\_\_\_\_ ("Subtenant").

### R E C I T A L S:

A. Landlord and Tenant have entered into a certain Lease Agreement (the "Lease") dated as of \_\_\_\_\_, 2007, a short form of which has been recorded in \_\_\_\_\_, which demises certain premises (the "Premises") located in the \_\_\_\_\_ Shopping Center, Alhambra, California, which Shopping Center is more particularly described on Exhibit A annexed hereto and made a part hereof.

B. Section 17.04 of the Lease provides that in the event Tenant subleases all or a portion of the Premises for a term of at least five (5) years, Landlord shall, upon Tenant's request, execute and deliver a Recognition Agreement among Landlord, Tenant and each such subtenant in the form attached to the Lease, in recordable form.

C. Pursuant to a Sublease dated as of \_\_\_\_\_ (the "Sublease"), Tenant has subleased [**a portion of**] the Premises to Subtenant (the "Subleased Premises").

D. The parties hereto desire to effectuate the provisions of Section 17.04 of the Lease with respect to the Sublease and the Subleased Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Landlord warrants and represents as follows:

- (a) that it is the fee owner of the Premises,
- (b) that the Lease is unmodified (except as may be otherwise set forth in Exhibit B annexed hereto, if any) and is in full force and effect,
- (c) that the term of the Lease expires on \_\_\_\_\_, but is subject to \_\_\_\_\_ ( ) renewal periods of five (5) years each, and



(d) that Tenant is not in default under the Lease nor has any event occurred which would after notice to Tenant and the passage of time become a default of Tenant under the Lease.

2. Landlord hereby acknowledges receipt of a copy of, and consents to and approves, the Sublease and all of the terms, covenants and provisions thereof, and agrees that the exercise by Subtenant of any of its rights, remedies and options contained therein shall not constitute a default under the Lease.

3. Landlord agrees that whenever it has an obligation with respect to the Premises, or its consent or approval is required for any action of Tenant under the Lease, then, to the extent such obligation, consent or approval relates to the Subleased Premises or Subtenant's use and occupation thereof, it will perform such obligation in accordance with the terms and conditions of the Lease, and, subject to the applicable terms of the Lease, will not unreasonably withhold or unduly delay such consent or approval.

4. Landlord shall not, in the exercise of any of the rights arising or which may arise out of the Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof (whether as a result of Tenant's default or otherwise), disturb or deprive Subtenant in or of its possession or its rights to possession of the Subleased Premises or of any right or privilege granted to or inuring to the benefit of Subtenant under the Sublease, provided that Subtenant is not in default under the Sublease beyond the expiration of any applicable notice and cure period.

5. In the event of the termination of the Lease by reentry, notice, conditional limitation, surrender, summary proceeding or other action or proceeding, or otherwise, or, if the Lease shall terminate or expire for any reason before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Sublease and if immediately prior to such surrender, termination or expiration the Sublease shall be in full force and effect, Subtenant shall not be made a party in any removal or eviction action or proceeding nor shall Subtenant be evicted or removed of its possession or its right of possession of the Subleased Premises be disturbed or in any way interfered with, and the Sublease shall continue in full force and effect as a direct lease between Landlord and Subtenant (provided, that in such event, Subtenant shall, for the then remainder of the term of the Sublease, pay fixed rent and additional rent in an amount equal to the greater of (x) the Annual Minimum Rent and Additional Rent then payable under the Lease, prorated on the basis of the ratio which the Floor Area of the Subleased Premises bears to the Floor Area of the Premises, or (y) the annual minimum rent and additional rent then payable under the Sublease).

6. Landlord hereby waives and relinquishes any and all rights or remedies against Subtenant, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of Subtenant in or on the Subleased Premises.

7. Any notices, consents, approvals, submissions, demands or other communications (hereinafter collectively referred to as "Notice") given under this Agreement shall be in writing. Unless otherwise required by law or governmental regulation, Notices shall be deemed given if sent by registered or certified mail, return receipt requested, or by any recognized overnight mail